

CITY OF NORTH MIAMI  
UTILITY PERMIT

Permit No. \_\_\_\_\_ Road \_\_\_\_\_

Permittee \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Requesting permission from the City of North Miami to construct, operate and maintain the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Submitted for the Utility Owner by: \_\_\_\_\_  
Typed Name & Title Signature

Approved by: \_\_\_\_\_ Issue Date \_\_\_\_\_  
City Engineer or Designee

1. Permittee warrants that prior to filing this application it has determined the location of all existing utilities, both aerial and underground, and the accurate locations are shown on the plans. A letter of notification was mailed on \_\_\_\_\_ to the following utility owners.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The City Engineer or Designee shall be notified forty-eight (48) hours prior to starting work and again immediately upon completion of work. The City's Engineer is Jack Strain, located at 1815 NE 150 ST. Telephone Number (305) 787-1007. The PERMITTEE's employee responsible for Maintenance of Traffic is \_\_\_\_\_, Telephone Number \_\_\_\_\_. (This name may be provided at the time of pre-construction meeting or 48-hour notice prior to starting work.)

3. All work, materials, and equipment shall be subject to inspection by the City Engineer or Designee and shall meet FDOT standards.

4. All plans and installations conform to the requirements of the FDOT's Utility Accommodation manual in effect as of the date this permit is approved by the City of North Miami, and shall be made a part of this permit. This provision shall not limit the authority of the City under paragraph 8 of this Permit.

5. This PERMITTEE shall commence actual construction in good faith within \_\_\_\_\_ days after issuance of permit, and shall be completed within \_\_\_\_\_ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit prior to the beginning date with the City Engineer or Designee to make sure no changes have occurred in the Transportation Facility that would affect the permitted construction.

6. The construction and maintenance of such utility shall not interfere with the property and rights of the City or a prior PERMITTEE.

7. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad utility Agreements.

8. Pursuant to Section 337.403(I), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safer and efficient operation, alteration or relocation of all, or any portion of said Transportation Facility as determined by the City Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said Transportation Facility or reset or relocated thereon as required by the City Engineer and at the expense of the PERMITTEE, except for reimbursement rights set forth in previously executed subordination and Railroad utility Agreements.

9. It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the City of North Miami's construction work, the PERMITTEE will coordinate with the City of North Miami before proceeding and shall cooperate with the City of North Miami's contractor to arrange the sequence of work so as not to delay the work of the City of North Miami's contractor, defend at legal claims of the City of North Miami's contractor due to delays caused by the PERMITTEE's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current Utility Accommodation manual. The PERMITTEE shall not be responsible for delays beyond its control.

10. In case of non-compliance with City of North Miami's requirements, in effect as of the date this permit is approved by City of North Miami, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the City of North Miami except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the City under Paragraph 8 of this Permit.

11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of an indemnify, defend, and save harmless the City of North Miami from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said PERMITTEE of the *aforesaid* rights and privileges.

12. During construction, all safety regulations of the FDOT shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance, or acceptable alternative, when applicable, and the FDOT's latest Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.

13. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the right-of-ways of the City of North Miami as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever City determines said removal is in the public interest.

14. The City executes this Permit only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Permit, so that its liability never exceeds the agreed sum of \$100. Permittee expresses its willingness to enter into this Permit with Permittee's recovery from the City for any action or claim arising from this Permit to be limited to \$100. Accordingly, and notwithstanding any other term or condition of this Agreement, Permittee agrees that the City shall not be liable to Permittee for damages in an amount in excess of \$100, for any action or claim of the Permittee or any third party arising out of this Permit. Nothing contained in this paragraph or elsewhere in this Permit is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or prejudgment interest.

15. Special instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood and agreed that commencement by the PERMITTEE is acknowledged and acceptance of the binding nature of these special instructions.

#### UTILITY PERMIT FINAL INSPECTION REPORT

Date: \_\_\_\_\_

Date Work Started: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

Inspected By: \_\_\_\_\_ (City Engineer or Designee)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I due undersigned do hereby CERTIFY that the utility construction approved by the above numbered permit was installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current Utility Accommodation Manual. All plan changes should be approved by the City Engineer or Designee and attached to this permit.

Utility Owner: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

12/20/00

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